

29



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas  
Commissioner

Diane Langley  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9203 1-800-351-1888  
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July 1, 2015

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

*Retroactive  
Sole source*

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into a **retroactive and sole source** amendment to an existing Agreement with the City of Nashua, 229 Main Street, New Hampshire (Vendor #157569) to continue providing Transportation services for individuals age 60 and older that support seniors and disabled individuals to remain in their homes and community, by increasing the price limitation by \$165,105.60 from \$469,340.16 to an amount not to exceed \$634,445.76, and extending the completion date from June 30, 2015 to September 30, 2016, retroactive to July 1, 2015, upon Governor and Executive Council approval. Governor and Executive Council approved the original agreement on June 22, 2011 (Item #201), and amended on May 15, 2013 (Item # 57), June 19, 2013 (Item # 133D), and June 18, 2014 (Item #108). 57% Federal funds and 43% General funds.

Funds are anticipated to be available in State Fiscal Years 2015 and 2016 in the following accounts, upon availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	512-500352	Transportation of Clients	\$102,585.60	\$0.00	\$102,585.60
2013	512-500352	Transportation of Clients	\$102,585.60	\$0.00	\$102,585.60
2014	512-500352	Transportation of Clients	\$132,084.48	\$0.00	\$132,084.48
2015	512-500352	Transportation of Clients	\$132,084.48	\$0.00	\$132,084.48
2016	512-500352	Transportation of Clients	\$0.00	\$132,084.48	\$132,084.48
2017	512-500352	Transportation of Clients	\$0.00	\$33,021.12	\$33,021.12
<b>Total</b>			\$469,340.16	\$165,105.60	\$634,445.76

**EXPLANATION**

This Amendment is **retroactive**. Although this contract is retroactive, the Vendor has agreed that from when the contract ended on July 1, 2015 until the date of Governor and Executive Council approval of the amendment, no work will be done.

This Amendment is **sole source** because this contract amendment is to continue to provide fixed route transportation services in Nashua, New Hampshire. The City of Nashua is the only entity that provides a fixed route bus system in this city. A fixed route is defined as a system of designated public transportation on which vehicles are operated along prescribed routes according to fixed schedules.

Approval of this Amendment will allow the Department to continue to provide fixed route transportation services to individuals ages 60 and older for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

Should the Governor and Executive Council determine to not authorize this contract amendment, seniors will have less access to services such as, but not limited to, medical appointments, pharmacy, shopping, and congregate meal sites. Less access means less independence for seniors and greater isolation from their communities.

Area to be served is the City of Nashua.

Source of Funds for these contracts: 43% General Funds and 57% Federal Funds from United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III – Grants for State and Community Programs on Aging, Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 15AANHT3SS

In the event that the federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,

  
for Diane Langely  
Director

Approved by:   
Nicholas A. Toumpas  
Commissioner



State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the Transportation Services Contract

This fourth Amendment to the Transportation Services contract (hereinafter referred to as "Amendment #4") dated May 20, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and City of Nashua, (hereinafter referred to as "the Contractor"), a political subdivision of the State of new Hampshire, with a place of business at 229 Main Street, Nashua, NH, 03061-2019.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 22, 2011 (Item #201) (hereinafter referred to as the "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on May 15, 2013 (Item #57), (Amendment #2 to the Contract) approved on June 19, 2013 (Item #133D), and (Amendment #3 to the Contract) approved on June 18, 2014 (Item #108) by the Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by an additional fifteen months, and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: \$634,445.76.
4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #4, Scope of Services.
7. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #4, Method and Conditions Precedent to Payment.



**New Hampshire Department of Health and Human Services  
Transportation Services**

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8. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.
9. Delete in its entirety, Standard Exhibit C-1, Additional Special Provisions and replace with Exhibit C-1 Amendment #1, Revisions To General Provisions.
10. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.
11. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.
12. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
13. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
14. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.
15. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.

New Hampshire Department of Health and Human Services  
Transportation Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

MD 6/29/15  
9/29/15  
Date

State of New Hampshire  
Department of Health and Human Services

Marilee Tahan  
Diane Langley  
Director

City of Nashua

June 25, 2015  
Date

Donna Lee Cozear  
NAME Donna Lee Cozear  
TITLE Mayor

Acknowledgement:

State of NH, County of HILLSBOROUGH on 6/25/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.  
Signature of Notary Public or Justice of the Peace

Brenda J. Cloutier, Esq. Asst.  
Name and Title of Notary or Justice of the Peace  
BRENDA J. CLOUTIER  
MY COMM. EXP.: 1/25/17

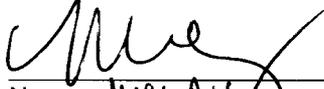


**New Hampshire Department of Health and Human Services  
Transportation Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 7/6/15

  
Name: Megan A. York  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

### 2. Scope of Services

- 2.1. The contractor will provide fixed route transportation services by assisting eligible people to live as independently as possible in safety and with dignity.
  - 2.1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.
- 2.2. The Contractor will provide fixed route transportation services for individuals who reside in independent living settings and who meet the eligibility criteria as follows:
  - 2.2.1. Individuals who are age 60 and older and with the most economic or social needs as described in:
    - 2.2.1.1. Older Americans Act as amended, Section 305,(a)(2)(E) and
    - 2.2.1.2. Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.
- 2.3. The Contractor will determine eligibility in accordance with paragraph 2.2 above.
- 2.4. The Contractor will provide transportation services based on a fixed route schedule defined by the Contractor for the City of Nashua and surrounding towns.
- 2.5. The Contractor will provide fixed route transportation services to eligible clients for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



Exhibit A Amendment #4

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- 2.5.1. Fixed route is defined as a system of providing designated public transportation on which a vehicle is operated along a prescribed route according to a fixed schedule.
- 2.6. The Contractor will provide transportation services funded by Title III according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 2.7. The Contractor will be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.
- 2.8. The Contractor may ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations, in accordance with the NH Administrative Rule He-E 502.12. The Contractor will make the donation purely voluntary, and no one can be refused services if they are unable or unwilling to donate.
- 2.9. The Contractor will submit Quarterly Program Service Report reports to the Department by the 15<sup>th</sup> of the month following the close of the quarter, defined as July to September, October to December, January to March, and April to June.
- 2.9.1. The Contract will complete the Quarterly Program Service Report in accordance with instructions provided by the Department, on the following, but not limited to:
- 2.9.2. the number of clients served by town and in the aggregate;
- 2.9.3. the number of miles in the aggregate;
- 2.10. The Contractor agrees to the performance measures as described herein and assures a plan for monitoring and evaluating progress in meeting these. The Department expects one hundred percent compliance with meeting the performance measures as follows:
- 2.10.1. All clients served meet eligibility requirements of AoA;
- 2.10.2. The contractor identified, located and served the people who need and could benefit from services.
- 2.10.3. The contractor determined and redetermined accurate and timely eligibility
- 2.10.4. Clients receive services in accordance with their needs.
- 2.11. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.



Exhibit A Amendment #4

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- 2.11.1. Ensure the Department is provided with access that includes but is not limited to:
- 2.11.1.1. Data
  - 2.11.1.2. Financial records
  - 2.11.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 2.11.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 2.11.1.5. Scheduled phone access to Contractor principals and staff
  - 2.11.1.6. Timely unscheduled phone response by Contractor principals and staff.
- 2.12. The Contractor will maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.
- 2.12.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals.

*DL*

*6/25/15*



**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #4, Scope of Services.
2. Payment for contracted services will be made based on the reimbursement rates and up to the allowable amounts as identified in the table below:

Service	Unit Type	Rate Per Unit	SFY 2016 Units	SFY 2016 Dollars	SFY 2017 Units	SFY 2017 Dollars
Transportation- Fixed Route (Title III)	Per one way trip	\$2.12	62,304	\$132,084.48	15,576	\$33,021.12

2.1. One way Trip is defined as an individual boarding the vehicle from one location on the fixed route and disembarking at another location on the fixed route.

3. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:
  - 3.1. 05-95-48-481010-78720000-512-500352
4. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:
  - 4.1. 93.044 IIIB - United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III – Grants for State and Community Programs on Aging
  - 4.2. The Contractor agrees to provide the services in Exhibit A Amendment #4, Scope of Services in compliance with funding requirements.
5. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
6. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.



7. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

8. Invoice Submission:

8.1. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

Invoices will be submitted to:

Financial Management  
DHHS Bureau of Elderly and Adult Services  
129 Pleasant St, Brown Building  
Concord NH 03301

8.2. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

8.3. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients that support the requests for reimbursement, upon DHHS request.



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
  - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$5,000,000 each occurrence.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D Amendment #1



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

June 25, 2015  
Date

Contractor Name: City of Nashua  
Donalce Lozano  
Name: Donalce Lozano  
Title: Mayor



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: City of Nashua  
Donna Lee Labeau  
Name: Donna Lee Labeau  
Title: Mayor

June 25-2015  
Date



Exhibit F Amendment #1

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



Exhibit F Amendment #1

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

June 25, 2015
Date

Contractor Name: City of Nashua
Name: Donatée Cozban
Title: Mayor



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

DC

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: City of Nashua

June 25, 2015  
Date

Donna Lee Lozau  
Name: Donna Lee Lozau  
Title: Mayor

Exhibit G

Contractor Initials DL

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

*City of Nashua*

*June 25, 2015*

Date

*Donna Lee Lozeau*  
\_\_\_\_\_  
Name: *Donna Lee Lozeau*  
Title: *Mayor*



**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

*DL*

6/25/15



Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

<u>Department of Health &amp; Human Services</u> The State	<u>City of Nashua</u> Name of the Contractor
<u>Marilee Nihan</u> Signature of Authorized Representative	<u>Donna Lee Lozeau</u> Signature of Authorized Representative
<u>Marilee Nihan</u> Name of Authorized Representative	<u>Donna Lee Lozeau</u> Name of Authorized Representative
<u>Deputy Commissioner</u> Title of Authorized Representative	<u>Mayor</u> Title of Authorized Representative
<u>6/29/15</u> Date	<u>June 25, 2015</u> Date



**City of Nashua**  
**Office of the City Clerk**

Paul R. Bergeron  
City Clerk

Patricia Piecuch  
Deputy City Clerk

229 Main Street  
P.O. Box 2019  
Nashua, NH 03061-2019  
(603)589-3010  
Fax (603)589-3029

**CERTIFICATE OF VOTE**

I, Patricia D. Piecuch, Deputy City Clerk of the City of Nashua, County of Hillsborough, State of New Hampshire, do hereby certify that:

1. I am the duly appointed Deputy City Clerk for the City of Nashua, NH;
2. I maintain and have custody of and am familiar with the seal and minute books of the municipality;
3. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
4. The attached is a true and complete copy of Resolution 15-146, "RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF UP TO \$165,105.60 FROM THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO TRANSIT GRANT ACTIVITY "FEDERAL TRANSIT AUTHORITY ("FTA") OPERATING GRANT";
5. I further certify that the Mayor is hereby authorized to enter into the required contracts therefore as well as any amendments to be made thereto or any other documentation necessary for receipt of said funds;
6. That said Resolution was approved following a motion duly made at a meeting of the Board of Aldermen of the City of Nashua, NH, held on June 24, 2015, which was duly called and at which a quorum was present;
7. The foregoing Resolution R-15-146 is in full force and effect, unamended, as of the date hereof; and
8. I further certify that Donnalee Lozeau is the duly elected Mayor of the City of Nashua and is still qualified and serving in such capacity.

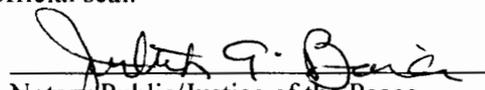
IN WITNESS WHEREOF, I have hereunto set my hand as the Deputy City Clerk of the Municipality this 26<sup>th</sup> day of June, 2015.

  
Patricia D. Piecuch, Deputy City Clerk

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On June 26, 2015, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me, to be the Deputy City Clerk of the Municipality identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

  
Notary Public/Justice of the Peace

JUDITH A. BOILEAU  
Notary Public - New Hampshire  
My Commission Expires August 22, 2017



## RESOLUTION

**RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF UP TO \$165,105.60  
FROM THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF HEALTH AND  
HUMAN SERVICES INTO TRANSIT GRANT ACTIVITY  
“FEDERAL TRANSIT AUTHORITY (“FTA”) OPERATING GRANT”**

### *CITY OF NASHUA*

*In the Year Two Thousand and Fifteen*

**RESOLVED** by the Board of Aldermen of the City of Nashua that the City of Nashua and the Division of Community Development are authorized to accept and appropriate up to \$165,105.60 from the State of New Hampshire, Department of Health and Human Services into Transit Grant Activity “Federal Transit Authority (“FTA”) Operating Grant” for the purpose of providing fixed route transportation services for individuals ages 60 and up. This funding shall be in effect from July 1, 2015 through September 30, 2016.

**RESOLUTION R-15-146**

**Relative to the acceptance and appropriation of up to \$165,105.60 from the State of New Hampshire, Department of Health and Human Services into Transit Grant Activity "Federal Transit Authority ("FTA") Operating Grant"**

**IN THE BOARD OF ALDERMEN**

1<sup>ST</sup> READING JUNE 9, 2015

Referred to:

HUMAN AFFAIRS COMMITTEE

2<sup>nd</sup> Reading JUNE 24, 2015

3<sup>rd</sup> Reading \_\_\_\_\_

4<sup>th</sup> Reading \_\_\_\_\_

Other Action \_\_\_\_\_

Passed JUNE 24, 2015

Indefinitely Postponed \_\_\_\_\_

Defeated \_\_\_\_\_

Attest: Gayle Bergeron  
City Clerk

[Signature]  
President

Approved Jonah Bean  
Mayor's Signature

June 25-2015  
Date

**Endorsed by**

Jonah Bean MAYOR  
Kevin Wilshire WILSHIRE  
BROWN  
MELIZZI-GOLJA  
MCCARTHY  
[Signature] DOWD  
[Signature] CARON

Vetoed: \_\_\_\_\_

Veto Sustained: \_\_\_\_\_

Veto Overridden: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
President

Client#: 246984

NASHUACITY

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/06/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: HUB International New England, 299 Ballardvale St, Wilmington, MA 01887, 978 657-5100. CONTACT NAME: HUB International New England, PHONE: 978 657-5100, FAX: 978-988-0038. INSURER(S) AFFORDING COVERAGE: INSURER A: American Alternative Ins Corp, NAIC #: 19720, INSURER B: Safety National Casualty Corp.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER: NH DHHS, 129 Pleasant Street, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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**CITY OF NASHUA, NEW HAMPSHIRE  
LIST OF PRINCIPAL OFFICIALS  
FISCAL YEAR 2015**

**MAYOR**

DONNALEE LOZEAU

**ALDERMEN AT LARGE**

DANIEL T. MORIARTY

DAVID W. DEANE, PRESIDENT

JIM DONCHESS

BRIAN S. MCARTHY, VICE PRESIDENT

VACANT SEAT

LORI WILSHIRE

**WARD ALDERMEN**

SEAN M. MCGUINNESS

WARD 1

PAUL M. CHASSE JR.

WARD 6

RICHARD A. DOWD

WARD 2

JUNE M. CARON

WARD 7

DAVID SCHONEMAN

WARD 3

MARY ANN MELIZZI-GOLJA

WARD 8

PAMELA T. BROWN

WARD 4

KEN SIEGEL

WARD 9

MICHAEL SOUCY

WARD 5

**Christopher G. Clow, P.E.**

**PROFESSIONAL DEVELOPMENT**

**City of Nashua, New Hampshire**

*Transportation Manager*

*2014 – Present*

Responsible for planning and day-to-day operations of Nashua transit system and city parking department.

**City of Burlington, North Carolina**

*City Traffic Engineer*

*2010 - 2014*

Responsible for all work in traffic engineering. Served as management head for the Traffic Signal Division and Traffic Signs and Markings Division of the Public Works Department. Coordinated, installed and maintained all hardware and software associated with an interconnected (fiber) system of 200 traffic signals. Managed traffic and street lights, signs, markings, and traffic operation requests from developers and the general public. Managed annual budget of \$1.5 million.

*Traffic Systems Manager*

*2008-2010*

Responsible for most work in traffic engineering. Served as management over traffic signal division.

*Traffic Operations Engineer*

*2002 - 2008*

Responsible for operations and maintenance of City's Traffic Control Center.

**Lucent Technologies, Greensboro, North Carolina**

*Senior Systems Engineer / Offer Manager*

*2001 - 2002*

Responsible for technical support and development for Lucent Technologies broadband access products.

*Systems Engineer*

*2000 - 2001*

Responsible for technical support and proposal development for Lucent Technologies fiber optic (ONG) transmission products.

*Technical Consultant*

*1998 - 2000*

Responsible for technical support and proposal development for Lucent Technologies fiber optic transmission and access products. Provided Tier 2 support for Lucent's approved distributors as well as direct support and proposal development for Lucent's Independent Telephone Customers.

## **Professional Experience (cont.)**

### **Lucent Technologies Services Company, Durham, North Carolina**

*Technical Consultant*

1995 - 1998

Responsible for the design and technical support of Lucent Technologies fiber optic transmission products in both the SONET and Access markets. Provided Tier 2 technical support for Lucent's approved distributors.

### **University of Vermont, Burlington, Vermont**

#### **Division of computing and Information Technology**

*Computer Consultant / Lab Supervisor*

1991 - 1994

Responsible for software and hardware consultation, network and printer maintenance, and supervision of computer laboratory.

### **Duke University, Durham, North Carolina**

#### **Department of Biomedical Engineering**

*Electronic Technician in Ultrasound Technology*

1992

Responsible for organizing, soldering and testing circuit boards. Interfaced software with milling machines to create circuit boards. Tested coaxial cable systems.

## **EDUCATION**

### **Professional License (PE), North Carolina**

2010

#### **Civil Engineering**

### **University of Vermont, Burlington, Vermont**

#### **Bachelor of Science in Electrical Engineering**

1994

Minor: Physics

## **SKILLS**

### **Computer**

MicroSoft Office, Synchro-SimTraffic, TSPPDraft, HDM, PetraPro, ACTRA, Videopro, ArcGIS, SEPAC, TACTICS, AutoCad, and TEAAS.

### **Public Speaking/Service**

#### **Division Head, Traffic Signals, Signs, and Markings**

2010 - 2014

Burlington, North Carolina

#### **Adviser to Traffic Commission**

2008 – 2014

Burlington, North Carolina

#### **Traffic Division Representative to City Council**

2008 – 2014

Burlington, North Carolina

## **REFERENCES**

Available upon request.

# *Kristi Gillette*

**OBJECTIVE:** Secure a long-term position that promotes professional growth.

**EXPERIENCE:**

**City of Nashua**

**Nashua, NH 03062**

**Transit Coordinator; July 2008- present**

- Assists in development of system policies, programs, objectives and procedures in conformance with City of Nashua policies and directives.
- Responsible for assuring the operation of the system in the most efficient and cost-effective manner.
- Directly supervises the Operations Manager, Transit Coordinator, the Dispatch Supervisors and any other department head that may be established or appointed in the performance of their duties.
- Participates in community affairs and represents the best interest of the community and Nashua Transit,
- Maintains channels of communication with City, County, State and Federal officials and citizens who may have an impact or direct involvement with the transit system.
- Assist General Manager in labor relations and labor negotiations and meets with union representatives on a regular basis to discuss current system activities and programs; conducts grievance meetings and appeal hearings in accordance with labor contract requirements.
- Performs such other duties as necessary or as directed by the Director of Transit of the City of Nashua.

**Mobility Manger April 2004- July, 2008**

**Nashua Transit System, Nashua, NH 03060**

- Determine ADA eligibility of all passengers by applying complicated Federal ADA guidelines and regulations.
- Coordinate the Access to Jobs program ensuring that all needs of prospective clients are met.
- Coordinate the Company's complaint procedures ensuring that all complaints are addressed.
- Oversee the passenger outreach program to assist other community organizations with their transportation needs.

- Function as the company's Marketing Director
- Entering all ADA information into Routematch database.
- Track all ADA eligibility renewal dates; assuring all clients are notified of recertification deadlines.
- Collect, verify and report all client no-show suspensions by mail.
- Including organizing and scheduling all appeal hearings.
- Engage in continuing education by participating in all ADA courses, including Easter Seals "ADA and Beyond" FTA conferences and T-classes.

**Family Service Specialist, August 2002- April 2004  
State Department of Health and Social Services, Nashua, NH**

- Conduct interviews to determine need, review options, and obtain pertinent information utilizing and investigative interviewing process.
- Contact collateral sources to verify and evaluate information.
- Applies complex and changing federal state policy to ensure consistent and accurate rules and regulations.
- Review case circumstances and correspondence to update information and authorize changes.

**Front Desk Coordinator, January 1997- August 2002  
Teamsters Local 25, Chelmsford, Massachusetts**

- Verified all insurance coverage and benefits.
- Coordinated schedules for a four dentists, five-hygienist practice daily.
- Maintained all patient charts and files on a continual basis.
- Coordinated alternate dental care for all patients who required care beyond the scope of general dentistry.
- Answered all incoming calls, scheduled appointments, greeted patients, and confirmed appointments.

**EDUCATION:**

*Bachelor of Science in Social Science*, May 1996  
University of Massachusetts

Courses taken included:

Social Work Methods I/II/III Social Systems and Social Work Practice  
Field Education I/II/III Social Welfare and the Law  
Child and Family Services Social Work and Medical Issues  
Social Services for the Aging Social Work in Criminal Justice Settings

# Lori-Ann Lorman

## EDUCATION

**B.A., *Elementary/Special Education***, Notre Dame College, Manchester, NH, May 1993

***Honors***            Graduated Summa cum Laude, GPA 3.90  
                          Salutatorian of Graduating Class  
                          Selected to Alpha Sigma Lambda National Honor Society  
                          Selected for National Collegiate Education Award

*Physical Education Major*, Plymouth State College, Plymouth, NH, 1981-1983

## CERTIFICATIONS

New Hampshire Certification in Elementary/Special Education  
New Hampshire Defensive Driving Instructor

## RELATED WORK EXPERIENCE:

*Operations Coordinator*, Nashua Transit System, Nashua, NH 1984 – present

- Driver for six years: Transporting and assisting the elderly and disabled community
- Dispatcher for 3 years: Organizing, scheduling, and coordinating bus routes, vehicle assignments, and drivers to cover daily transportation needs
- Assistant General Manager for 16 years: Driver duties, Dispatcher duties, Trained drivers on policies and procedures, Human resources, Designed and implemented new bus routes
- Operations Coordinator: Collaboration with Contracted Service provider on transit operations, design routes, Company reports, and grant projects

*Assistant Manager*, Burger King, Nashua, NH 1983-1984

- Managed and trained 80 employees on all shifts and job positions

## REFERENCES

Available Upon Request

# **Louise Woodworth**

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**Objective** Seeking a challenging position to utilize my skills and experience.

**Summary of Qualifications** Goal oriented with great attention to detail. Able to handle multiple tasks and projects simultaneously. Quickly absorb new information and procedures. Work well independently and in a team environment.

**Experience**

2007- Present City of Nashua Nashua, NH

**Transit Financial Coordinator**

Responsible for tasks directly related to the financial operations of Nashua Transit. Assist the Transit Director in the management and Oversight of the city appropriated budget and multiple grant budgets. Maintain accurate financial records and perform daily accountant duties. Effectively interact with key city staff and financial contacts.

2003-2007 City of Nashua Nashua, NH

**Financial Coordinator**

Responsible for tasks directly related to the financial operations of The Division of Public Health and Community Services. Assist the Director, Deputy Director and Department Managers in the oversight of the city appropriated budget and multiple grant budgets. Maintain accurate financial records and perform daily accountant duties. Effectively interact with key city staff and financial contacts.

1993-2003 City of Lynn- Comptroller's Office Lynn, MA

**Systems Accountant**

Responsible for the review of city contracts and compliance for payment authorization. Prepared financial reports, schedules and spreadsheets. Utilized Microsoft Office and Munis software. Audited various city departments' financial operations; assisted in the updating and preparation of annual reports and City Budget. Reviewed and reconciled general ledger accounts. Interacted effectively with all City Departments.

1993-1993 Dr. Charles Crocetti, D.M.D. Melrose, MA

**Office Manager**

Managed all functions related to a professional service office including appointment scheduling; patient and third party billing; collection of accounts; general duties related to providing a smooth-running customer oriented business.

**Education** 1998-2001 Emmanuel College Boston, MA

Business Administration with a Presidential Honors-Bachelors Degree

**CONTRACTOR NAME – NASHUA TRANSIT**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Chris Clow	Transportation Manager	65,612	0	0
Kristi Gillette	Transportation Operations/Mktg Supervisor	52,742	0	0
Lori Lorman	Transit Coordinator	46,017	0	0
Louise Woodworth	Finance Coordinator	60,745	0	0



TV 108

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

*BUREAU OF ELDERLY & ADULT SERVICES*

Nicholas A. Toumpas  
Commissioner

Diane Langley, Director  
Sheri Rockburn, Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9203 1-800-351-1888  
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 2, 2014

Sole Source

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into a **sole source** amendment to an existing Agreement with City of Nashua, 229 Main Street, Nashua, New Hampshire (Vendor #157569) by increasing the Price Limitation in an amount not to exceed \$132,084.48 from \$337,255.68 to \$469,340.16 to provide Transportation services for individuals age 60 and older, and by extending the completion date from June 30, 2014 to June 30, 2015 effective July 1, 2014, or date of Governor and Council approval, whichever is later, through June 30, 2015. The original Agreement, ending June 30, 2013, was approved by Governor and Executive Council on June 22, 2011 (Item #201), amended and approved on May 15, 2013 (Item # 57) and June 19, 2013 (Item # 133D).

*64% Federal / 36% General Funds*

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2015.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	512-500352	Transportation of Clients	\$102,585.60	\$ 0.00	\$102,585.60
2013	512-500352	Transportation of Clients	\$102,585.60	\$ 0.00	\$102,585.60
2014	512-500352	Transportation of Clients	\$132,084.48	\$ 0.00	\$132,084.48
2015	512-500352	Transportation of Clients	\$ 0.00	\$132,084.48	\$132,084.48
<b>Total</b>			<b>\$337,255.68</b>	<b>\$132,084.48</b>	<b>\$469,340.16</b>

**EXPLANATION**

This **sole source** request is being made to ensure the continuation of transportation services in the City of Nashua that enable elderly and/or disabled clients to remain in their homes and communities and maintain their independence. The City of Nashua operates a fixed route (bus) transportation service. Over the past three years the City of Nashua has been the only contractor to provide a fixed route bus system for this population.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
June 2, 2014  
Page 2 of 2

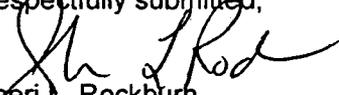
Should the Governor and Council determine to not authorize to amend this existing Agreement, seniors will have less access to services such as, but not limited to, doctor appointments, pharmacy, shopping, and congregate meal sites. Less access means less independence for seniors and greater isolation from their communities.

The contractor will obtain client feedback on the quality of the services to ensure services are being delivered satisfactory or better. Additionally, the contractor will be collecting and reporting data on the number of clients, the number of miles in the aggregate, and type of transportation for the Department to understand the gaps in service delivery and to be able to have more meaningful discussions about this important service.

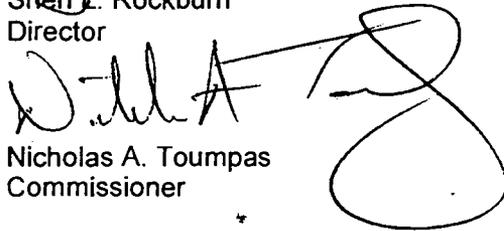
Geographic area to be served is the City of Nashua.

Source of Funds for these contracts: 64% Federal Funds from the Administration for Community Living's Special Programs for the Aging-Title III and 36% General Funds.

Respectfully submitted,

  
Sheri L. Rockburn  
Director

Approved by:

  
Nicholas A. Toumpas  
Commissioner



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State of New Hampshire  
Department of Health and Human Services  
Amendment #3 for City of Nashua

This third Amendment to the Transportation services contract (hereinafter referred to as "Amendment #3") dated this 28th day of April 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and City of Nashua, (hereinafter referred to as "the Contractor"), a political subdivision of the State of New Hampshire, with a place of business at 229 Main Street, Nashua, NH 03061-2019.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, and amended by an agreement (Amendment #1 to the Contract) approved on May 15, 2013, and (Amendment # 2 to the Contract) approved on June 19, 2013, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amendment and modification of P-37 "Agreement";
  - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2015.
  - b) Change Price Limitation in Block 1.8 of the P-37 to read \$469,340.16.
- 2) Amendment and modification of Exhibit A.
  - a) Delete Exhibit A, Section II Other Terms and Conditions
  - b) Replace with Exhibit A, Section II Amendment #3.
- 3) Amendment and modification of Exhibit B.
  - a) Delete Exhibit B.
  - b) Replace with Exhibit B Amendment #3.

*[Handwritten Signature]*  
5/9/14

State of New Hampshire  
Department of Health and Human Services  
Amendment #3 for City of Nashua



This Amendment shall be effective July 1, 2014, upon date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/2/14  
Date

[Signature]  
Name  
Title Director

City of Nashua

May 9, 2014  
Date

[Signature]  
NAME  
TITLE

Acknowledgement:

State of NH, County of HILLSBOROUGH MAY 9, 2014,  
before the undersigned officer, personally appeared the person identified above, or  
satisfactorily proven to be the person whose name is signed above, and acknowledged  
that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Brenda J. Cloutier  
Name and Title of Notary or Justice of the Peace  
EXEC. SEC'Y

EXPIRATION: JANUARY 25, 2017

State of New Hampshire  
Department of Health and Human Services  
Amendment #3 for City of Nashua



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/3/14  
Date

Michael R. Brown  
Name: Michael R. Brown  
Title: Asst. Atty General

I hereby certify that the foregoing contract was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



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**SECTION II: OTHER TERMS AND CONDITIONS**

**1. Reporting Requirements**

Contractor shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15<sup>th</sup> of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For transportation:

- Number of clients served by town and in the aggregate;
- Number of miles in the aggregate;
- Nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- Occupancy rate per vehicle.

**2. Wait List**

2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

- 2.1.1. Each contract agency shall include the following information on its wait list:
- 2.1.1.1. The individual's full name and date of birth;
  - 2.1.1.2. The name of the Title XX service being requested;
  - 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
  - 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
  - 2.1.1.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;



Exhibit A Section II Amendment # 3

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- 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
  - 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.
- 2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
- 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
  - 2.1.2.2. Declining mental or physical health of the caregiver;
  - 2.1.2.3. Declining mental or physical health of the individual;
  - 2.1.2.4. Individual has no respite services while living with a caregiver; and
  - 2.1.2.5. Length of time on the wait list.
  - 2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
  - 2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.
- 2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- 2.2. The wait list must be maintained during the contract period and available to BEAS upon request.
3. Equal Access to services:
- 3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.
  - 3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.
4. Consumer Grievance Process
- The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:
- 4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be



Exhibit A Section II Amendment # 3

addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.

6. Criminal Background and Adult Protective Service Registry Checks:

6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence.

6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.

8. Contract Monitoring:

The Contractor shall:

8.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

8.2. Ensure the Department is provided with access that includes but is not limited to:

- a) Data
- b) Financial records
- c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
- d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
- e) Scheduled phone access to Contractor principals and staff
- f) Timely unscheduled phone response by Contractor principals and staff.

9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

10. Agreement Elements:

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification



Exhibit A Section II Amendment # 3

Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

11. Financial Integrity Maintenance

- 11.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide to the State, interim General Fund Balance Sheet and General Fund budget and actual comparison statements for the Contractor to include separate statements for related parties, due six months after the effective date of Amendment # 3. All statements must be certified by an officer of the reporting entity.
- 11.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
  1. Require a corrective action plan for identified deficiencies, or
  2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.
- 11.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 11.4. Risk Assessment Process:

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

  - Low Risk 70% and Above
  - Moderate Risk From 26% to 69%
  - High Risk 25% and Below
- 11.5. Weighted Average: The process for the scoring is
  1. Calculate the individual ratio for the Contractor
  2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
  3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
  4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.
- 11.6. The State will provide, upon request, the Risk calculations for the Contractor.



Exhibit A Section II Amendment # 3

**Table A - Risk Analysis Assessment Ratios Matrix**

<b>Category</b>	<b>Name of Ratio</b>	<b>Description</b>	<b>How it is Calculated</b>	<b>What the Ratio Measures</b>	<b>Benchmark</b>	<b>Percentage of Total Risk Assessment</b>
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION) /365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%



Exhibit A Section II Amendment # 3

<b>Table A - Risk Analysis Assessment Ratios Matrix</b>						
<b>Category</b>	<b>Name of Ratio</b>	<b>Description</b>	<b>How it is Calculated</b>	<b>What the Ratio Measures</b>	<b>Benchmark</b>	<b>Percentage of Total Risk Assessment</b>
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and	2%	10.0%



Exhibit A Section II Amendment # 3

<b>Table A - Risk Analysis Assessment Ratios Matrix</b>						
<b>Category</b>	<b>Name of Ratio</b>	<b>Description</b>	<b>How it is Calculated</b>	<b>What the Ratio Measures</b>	<b>Benchmark</b>	<b>Percentage of Total Risk Assessment</b>
				represents 10% of the total risk assessment value.		
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%

Contractors Initial: DL  
 Date: 5/9/14



Exhibit A Section II Amendment # 3

<b>Table A - Risk Analysis Assessment Ratios Matrix</b>						
<b>Category</b>	<b>Name of Ratio</b>	<b>Description</b>	<b>How it is Calculated</b>	<b>What the Ratio Measures</b>	<b>Benchmark</b>	<b>Percentage of Total Risk Assessment</b>
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	50%	10.0%
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION) /365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

Contractors Initial: *DL*  
 Date: *5/9/14*



**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of Governor & Council approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.
2. Payment for contracted services will be made based on the reimbursement rates and up to the allowable amounts as identified in the table below:

Service	Unit Type	Rate Per Unit	SFY 2015 Units	SFY 2015 Dollars
<b>Funding: ACL Title IIIB</b>				
Transportation- Fixed Route	Per one way trip	\$2.12	62,304	\$132,084.48

3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-5 12-500352

4. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
5. The DHHS may require certain payments returned to the State of New Hampshire if:
  - 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served;
  - 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and
  - 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
6. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and the number of miles per

New Hampshire Department of Health and Human Services  
Transportation Services



Exhibit B Amendment # 3

client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and the number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

7. Invoice Submission:

Title III Services The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual services during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Invoices shall be sent to:

NH Department of Health and Human Services  
Data Management Unit  
129 Pleasant St, P.O. Box 2000  
Concord, NH 03301

- 7.1. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
- 7.2. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.



# City of Nashua

## Office of the City Clerk

Paul R. Bergeron  
City Clerk

Patricia Piecuch  
Deputy City Clerk

229 Main Street  
P.O. Box 2019  
Nashua, NH 03061-2019

(603) 589-3010  
Fax (603) 589-3029  
E-Mail: cityclerkdept@NashuaNH.gov

### CERTIFICATION

I hereby certify that the attached document is a true and accurate copy of an extract from minutes of a meeting of the Board of Aldermen of the City of Nashua, NH held on May 24, 1994 which was duly called and at which a quorum was present and during which a second reading and final adoption of Resolution-94-36, *Relative to Agreements with the New Hampshire Department of Health and Human Services*, occurred.

And, further attached is a true and accurate copy of said Resolution-94-36, *Relative to Agreements with the New Hampshire Department of Health and Human Services*, which provides that "the Mayor be authorized to accept grants and awards and enter into contracts and contract amendments from time to time with the State of New Hampshire Department of Health and Human Services, Division of Elderly and Adult Services, to provide transportation services in the City of Nashua and the Towns of Hudson and Merrimack, and to sign and execute such acceptances and contracts, and contract amendments, and any related documents requested by the Division of Elderly and Adult Services; this authorization to continue until revoked by the Board of Aldermen."

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

I further certify that Donnalee Lozeau is the duly elected Mayor of the City of Nashua and is still qualified and serving in such capacity.

WITNESS my hand and the seal of the said City of Nashua, New Hampshire, this 9<sup>th</sup> day of May 2014.

A true copy.

Attest:

  
Paul R. Bergeron, City Clerk

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On May 9, 2014, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk of the Municipality identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

  
Notary Public/Justice of the Peace

PATRICIA D. PIECUCH  
State of New Hampshire  
Notary Public / Justice of the Peace  
My Commission Expires June 19, 2018



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF COMMUNITY BASED CARE SERVICES**  
**BUREAU OF ELDERLY & ADULT SERVICES**

Nicholas A. Toumpas  
 Commissioner

Nancy L. Rollins  
 Associate  
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9203 1-800-351-1888

Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

APPROVED BY \_\_\_\_\_  
 DATE 6/19/13  
 PAGE 20  
 ITEM # 133D

June 11, 2013

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into sole source amendments with multiple vendors by increasing the price limitation by \$15,737,115.82 in the aggregate from \$34,162,555.45 to \$49,899,671.27 in aggregate, for a continuum of home and community based services to support the elderly and the disabled to remain in their homes and community, and extending the completion date from June 30, 2013 to June 30, 2014, effective July 1, 2013 or date of Governor and Council approval, whichever is later.

Summary of contracted amounts by vendor:

Vendor	Amount
Androscoggin Valley Home Care Services	\$751,975.73
Area Agency of Greater Nashua, Inc. dba Gateways Community Services	\$114,365.61
Area Homecare and Family Services, Inc.	\$1,390,585.24
Child & Family Services of NH	\$1,176,228.14
Community Action Partnership of Strafford County	\$42,510.44
Community Action Program Belknap-Merrimack Counties, Inc.	\$1,597,356.75
ComerStone VNA	\$107,850.54
Easter Seals New Hampshire, Inc.	\$151,397.51
Gibson Center for Senior Services	\$282,232.24
Grafton County Senior Citizen's Council, Inc.	\$1,121,578.72
Nashua Transit System	\$132,084.48
Newport Senior Center, Inc.	\$598,562.45
NH Association for the Blind	\$28,899.56
NH Legal Assistance	\$132,661.20
North Country Home Health and Hospice Agency, Inc.	\$141,240.83

Vendor	Amount
Ossipee Concerned Citizens, Inc.	\$349,999.46
Rockingham Nutrition & M-O-W Program, Inc.	\$1,329,320.30
Somersworth Housing Authority	\$436,545.66
Special Transit Services, Inc.	\$112,113.68
St. Joseph Community Services, Inc.	\$1,614,713.96
The Homemakers Health Services	\$865,192.30
Tri County CAP	\$878,402.60
Valley Regional Healthcare	\$417,605.20
Visiting Nurse Home Care & Hospice of Carroll County	\$312,368.27
VNA at HCS, Inc.	\$1,651,324.95
<b>Total</b>	<b>\$15,737,115.82</b>

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2014 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

**05-95-48-481010-78720000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (60.32% Federal and 39.68% General)**

**05-95-48-481010-90100000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, VOLUNTEER ACTIVITIES (100% General Funds)**

**05-95-48-481010-92550000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT (44.31% Federal and 55.69% General Funds)**

Please see attachment for fiscal details.

#### EXPLANATION

These sole source actions are requested so the Department can ensure the continuation of services that enable elderly and/or disabled clients to remain in their homes and communities and maintain their independence while the Department looks for opportunities to further align service delivery to better serve the citizens of the State of New Hampshire. The requested action seeks approval of 25 of 30 agreements that represent \$15,737,115.82 of the \$16,604,214.77 total anticipated to be spent statewide during this period on a continuum of home and community based services to support the elderly and the disabled to remain in their homes and community via the funding sources listed. A matrix of services provided by vendor is attached.

One of the Agreements with Lakes Region Community Services Council, Inc. is being submitted separately to Governor and Executive Council on June 19, 2013. The Department anticipates that the remaining four agreements will be presented at upcoming Governor and Executive Council meetings.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
June 11, 2013  
Page 3

These extensions are necessitated because the Department incorporated these services into a statewide Request for Proposals (Issued March 15, 2013) that resulted in proposals that did not align closely enough with Department objectives or expectations that vendors provide proposals that embraced a statewide approach to service delivery. The Department will release a new Request for Proposals within the next six months with the same objectives as the March 15, 2013 Request for Proposals to provide person centered service solutions that ensure statewide coverage and that highlight the Department's core values to:

- Empower older adults, their families, and other consumers to make informed decisions about existing health and Long-term care options;
- Enable older adults to remain in their own homes with high quality of life for as long as possible;
- Empower older adults to stay active and healthy;
- Ensure the rights of older adults and prevent their abuse, neglect, and exploitation;
- Promote and support Individual and family direction;
- Improve quality of services;
- Improve outcomes;
- Increase access to needed services; and;
- Establish financial sustainability.

The reissue of the Request for Proposals will allow potential contractors time to:

- Develop their programming solutions to meet the Department's core values for the population being served.
- Develop partnerships/subcontracting arrangements to better meet the requirements in the Request for Proposals.
- Meet the time requirements for contracting prior to the expiration of these extensions.

Should the Governor and Executive Council not authorize these amendments, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs. These direct care social services allow the elderly and disabled adults to secure and maintain maximum independence, health, and quality of life that support a goal of the Division of Community Based Care Services to keep individuals in the community.

The contractors were originally selected through a competitive bid process.

The Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the clients by enabling the clients to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology are utilized to determine if the contractor is meeting the performance measures. The Bureau has determined that this Contractor has performed satisfactorily.

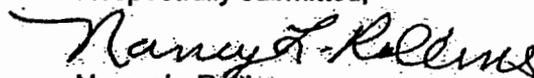
Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
June 11, 2013  
Page 4

Geographic area served is specific per contract.

Source of Funds for this amendment: 51.29% Federal and 48.71% General Funds.

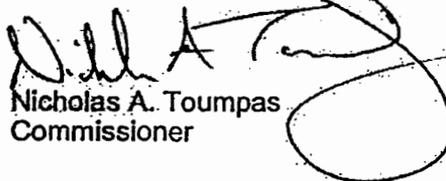
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 for City of Nashua**



---

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 for City of Nashua**

This second Amendment to the Transportation services contract (hereinafter referred to as "Amendment #2") dated this 3<sup>rd</sup> day of June 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and City of Nashua, (hereinafter referred to as "the Contractor"), a political subdivision of the State of New Hampshire, with a place of business at 229 Main Street, Nashua, NH 03061-2019.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, and amended by an agreement (Amendment #1 to the Contract) approved on May 15, 2013, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amendment and modification of P-37 "Agreement";
  - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
  - b) Change Price Limitation in Block 1.8 of the P-37 to read \$337,255.68.
  
- 2) Amendment and modification of Exhibit A:
  - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
  
  - b) Delete and replace Section II Other Terms and Conditions.

Contractor's Initials:   N    
Date: 6/6/13

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 for City of Nashua**



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
  - a) Add Paragraph #4:
    4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
      10. Audit: Contractor shall submit an annual audit to the Department within 9 months after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

*Remainder of Page Left Intentionally Blank*

Contractor's Initials: DL  
Date: 6/6/13

State of New Hampshire  
Department of Health and Human Services  
Amendment #2 for City of Nashua



This Amendment shall be effective upon date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

7 June 2013  
Date

Nancy L. Rollins  
Nancy L. Rollins  
Associate Commissioner

City of Nashua

June 6, 2013  
Date

Donna Lee Cozad  
NAME Donna Lee Cozad  
TITLE Mayor

Acknowledgement:

State of NH, County of HILLSBOROUGH on JUNE 6, 2013, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Brenda J. Cloutier, Esq. Notary  
Name and Title of Notary or Justice of the Peace  
MY COMM. EXP: 1/25/17

Contractor's Initials: DL

Date: 6/6/13

State of New Hampshire  
Department of Health and Human Services  
Amendment #2 for City of Nashua



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/21/13  
Date

[Signature]  
Name: Jeanne P. Herlihy  
Title: Attorney

I hereby certify that the foregoing contract was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Contractor's Initials: DC  
Date: 6/6/13



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas  
 Commissioner

Nancy L. Rollins  
 Associate  
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9203 1-800-351-1888

Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 28, 2013

42.38% general  
 57.62% federal

*retroactive*

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to retroactively amend an existing Agreement (Purchase Order #1023712) with City of Nashua, 229 Main Street, New Hampshire (Vendor #157569) to provide transportation services by transferring Transportation service units from demand to fixed route with no change to the total price limitation, effective October 1, 2012 through June 30, 2013 upon Governor and Executive Council approval. The original Agreement, ending June 30, 2013, was approved by Governor and Executive Council on June 22, 2011 (Item #201). Funding is available in the following accounts for State Fiscal Year 2013, with the authority to transfer service units within the scope of services that are funded within the same account number and within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	512-500352	Transportation	\$102,585.60	\$0.00	\$102,585.60
2013	512-500352	Transportation	\$102,585.60	\$0.00	\$102,585.60
<b>Total</b>			<b>\$205,171.20</b>	<b>\$0.00</b>	<b>\$205,171.20</b>

EXPLANATION

Under the terms of this agreement the City of Nashua's Nashua Transit System provides transportation services to seniors. Funding to support these services is provided under the Older Americans Act. There are two types of transportation services provided: on demand transportation and fixed route (bus) transportation. The agreement provides funding for a fixed number of services (defined as units of service) for each type of transportation. This amendment is identified as retroactive because it transfers available on demand transportation units of service to fixed route units of service effective October 1, 2012 and is being submitted retroactively due to a Bureau of Elderly and Adult Services' oversight.

The site review conducted by the Bureau of Elderly and Adult Services revealed that the Nashua Transit System was charging a fare for on demand transportation, contrary to Title III of the Older Americans Act that prohibits charging a fee or a fare for services. Nashua Transit System determined that it could not continue on

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
March 28, 2013  
Page 2

demand services without the fare charged to seniors. That being the case, the Transit System could no longer invoice the Bureau for on demand services. However, the Transit System does not charge a fare for fixed route bus transportation to seniors who redeem vouchers that are distributed free of charge to senior housing facilities. By transferring unused on demand transportation units of service to fixed route units of service, the Nashua Transit System will be able to provide more senior riders uninterrupted service. These additional units of service for bus transportation allow seniors to attend doctor appointments, meals sites, shopping and a connection to their community, in compliance with the Older Americans Act.

Should the Governor and Council determine to not authorize to amend this existing Agreement, seniors will have less access to services such as, but not limited to, doctor appointments, pharmacy, shopping, and congregate meal sites. Less access means less independence for seniors and greater isolation from their communities.

City of Nashua, New Hampshire's original contract, approved by Governor and Executive Council on June 22, 2011 (item #201), for transportation services was awarded based on a competitive bid process. A Request for Proposals was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. The bid summary for City of Nashua is attached.

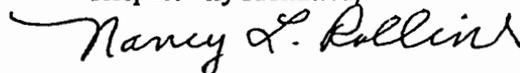
Bureau of Elderly and Adult Services established performance measures to determine that these services were beneficial to the State and seniors by enabling them to remain in their homes and communities and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology are utilized to determine if the contractor is meeting the performance measures. Because their recent site review revealed that the City of Nashua's Nashua Transit System could not sustain the on demand transportation utilizing Administration on Aging Title III funding through the Bureau of Elderly and Adult Services, the Bureau agreed with the City of Nashua's Nashua Transit System that focusing the Title III funding provided through this contract on fixed route transportation only, Nashua Transit System will be able to provide for more senior riders and be in compliance with the Older Americans Act.

Area served: See attached list of towns/cities served.

Source of Funds: 57.62% Federal (Administration on Aging) and 42.38% General Funds.

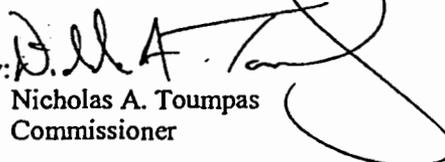
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 for City of Nashua**



---

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 for City of Nashua**

This first Amendment to the Transportation services contract (hereinafter referred to as "Amendment #1") dated this 27<sup>th</sup> day of February 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and City of Nashua, (hereinafter referred to as "the Contractor"), a political subdivision of the State of New Hampshire, with a place of business at 229 Main Street, Nashua, NH 03061-2019.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement; and Exhibit A, Section II, Paragraph 15; the State may modify the payment schedule of the contract by written agreement of the parties; and

WHEREAS, the Contractor has requested to transfer units of demand route transportation to units of fixed route transportation.

*Remainder of Page Left Intentionally Blank*

Contractor Initials: DL  
Date: 3/1/2013

State of New Hampshire  
 Department of Health and Human Services  
 Amendment #1 for City of Nashua



NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amendment and modification of Exhibit B;  
 a) Delete Paragraph #1 Table and replace with the following:

<u>Service</u>	<u>SFY 2012-2013 Unit Type</u>	<u>SFY 2012- 2013 Rate Per Unit</u>	<u>Original SFY 2012 Units</u>	<u>Original SFY 2013 Units</u>	<u>Revised SFY 2013 Units</u>
<b>Funding: AoA Title IIIB</b>					
Transportation-Demand Route	Per one way trip	\$ 5.74	13,440	13,440	0
Transportation-Fixed Route	Per one way trip	\$ 2.12	12,000	12,000	48,389

- b) Delete Paragraph # 2 and replace with the following:

2. It is understood that in no event shall the payments made by the Bureau of Elderly and Adult Services under this Agreement for services provided by the Contractor in SFY 2012 and SFY 2013 exceed the sum of \$102,585.60 and \$102,585.60, respectively, for a grand total of \$205,171.20.

- c) Add Paragraph # 13 with the following:

13. Notwithstanding paragraph 18 of the P-37 and Exhibit A, Section II, Paragraph 15, an amendment limited to the terms of Exhibit B, Paragraph #1 Table, to transfer the amount of units from one service to another that are funded within the same account number identified in the original Exhibit B Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without first obtaining approval of Governor and Executive Council.

*Remainder of Page Left Intentionally Blank*

Contractor Initials: *[Signature]*  
 Date: 3/11/2013

State of New Hampshire  
Department of Health and Human Services  
Amendment #1 for City of Nashua



This Amendment shall be retroactive to October 1, 2012, effective upon Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

4/9/2013  
Date

Nancy L. Rollins  
Nancy L. Rollins  
Associate Commissioner

City of Nashua

3/1/2013  
Date

DonnaLee Lozeau  
NAME DonnaLee Lozeau  
TITLE Mayor

Acknowledgement:

State of NH, County of HILLSBOROUGH on 3/1/2013,  
before the undersigned officer, personally appeared the person identified above, of DONNALEE LOZEAU  
satisfactorily proven to be the person whose name is signed above, and acknowledged  
that s/he executed this document in the capacity indicated above.  
Signature of Notary Public or Justice of the Peace

Brenda J. Cloutier  
Name and Title of Notary or Justice of the Peace

MY COMM. EXP.: 1/25/17

Contractor Initials: DL  
Date: 3/1/2013

State of New Hampshire  
Department of Health and Human Services  
Amendment #1 for City of Nashua



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

22 April 2013  
Date

[Signature]  
Name: Verne P. Herik  
Title: Attorney

I hereby certify that the foregoing contract was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Contractor Initials: DL  
Date: 3/1/2013



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF COMMUNITY BASED CARE SERVICES**

***BUREAU OF ELDERLY & ADULT SERVICES***

Nicholas A. Toumpas  
 Commissioner

Nancy L. Rollins  
 Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-4680 1-800-351-1888  
 Fax: 603-271-4643 TDD Access: 1-800-735-2964

May 23, 2011

His Excellency, Governor John H. Lynch  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with City of Nashua, New Hampshire, (Vendor #157569) to provide Transportation, in an amount not to exceed \$205,171.20 effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

<b>Fiscal Year</b>	<b>Class/Object</b>	<b>Class Title</b>	<b>Amounts</b>
2012	512-500352	Transportation	\$102,585.60
2013	512-500352	Transportation	\$102,585.60
Total			\$205,171.20

**EXPLANATION**

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Transportation services will be able to remain in their homes and communities and maintain their independence.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 23, 2011  
Page 2

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Transportation services to eligible individuals in the catchment area identified in this contract was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

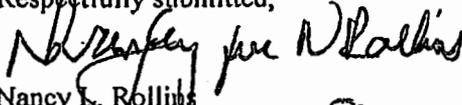
Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See attached list of towns/cities served.

Sources of Funds: 57.62% Federal (Administration on Aging and Social Services Block Grant) and 42.38% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

  
Nancy L. Rollins  
Associate Commissioner

Approved by:

  
Nicholas A. Toumpas  
Commissioner

Request for Proposals Social Services for SFY's 2012 and 2013  
RFP #12-DCBCS-BEAS-SS-01

Agency Name:	City of Nashua
--------------	----------------

RFP Criteria	Max. Pts.	RFP Reviewers			Total
		1	2	3	
		Ann Driscoll	Tracey Tarr	Patrick Herlihy	
Agency Capacity	35	23	28	28	26.3
Response to Scope of Services	40	33	30	35	32.7
Budget & Justification	20	11	16	18	15.0
Format	5	2	4	5	3.7
Total	100	69	78	86	77.7

Job Title	Administrator I	Supervisor VII	Administrator II
Dept/Agency	DHHS/DCBCS/BEAS	DHHS/DCBCS/BEAS	DHHS/DCBCS/BEAS
Qualifications	20 years as a CPA, worked for DHHS for 8 years, monitored programming and financial contracts for BBH, BDS, Homeless and Housing and BEAS. Reviewed RFPs for BBH and BEAS.	Policy and Program Development and Direct Care with the Aging Population	DHHS' Transportation Coordinator with 25 years experience in state government with emphasis on community development & human services

Reviewers Information:

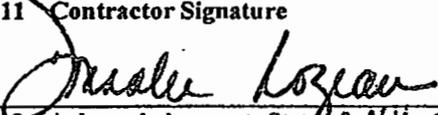
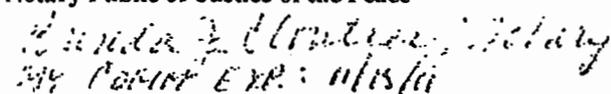
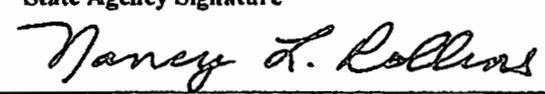
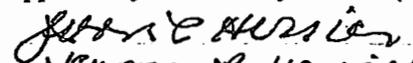
Subject: \_\_\_\_\_

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services, Division of Community Based Care Services Bureau of Elderly and Adult Services		<b>1.2 State Agency Address</b> 129 Pleasant Street, Brown Building Concord, New Hampshire 03301-3857	
<b>1.3 Contractor Name</b> City of Nashua, New Hampshire		<b>1.4 Contractor Address</b> 229 Main Street Nashua, NH 03061-2019	
<b>1.5 Contractor Phone Number</b> (603) 589-3260	<b>1.6 Account Number</b> See Exhibit B for account Numbers	<b>1.7 Completion Date</b> June 30, 2013	<b>1.8 Price Limitation</b> \$ 205,171.20
<b>1.9 Contracting Officer for State Agency</b> Nancy L. Rollins		<b>1.10 State Agency Telephone Number</b> (603) 271-4394	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Donnalee Lozeau, MAYOR	
<b>1.13 Acknowledgement: State of <u>NH</u>, County of <u>Hillsborough</u></b> On <u>5/27/11</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> BRENDIA J. CHASTIER EXEC. SECRETARY			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Nancy L. Rollins, Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  On: <u>5/27/2011</u> James P. Hurley, Attorney			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: <u>June 22, 2011</u> # <u>201</u>			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**EXHIBIT A  
SCOPE OF SERVICES**

**DATE:** May 9, 2011

**CONTRACT PERIOD:** July 1, 2011 to June 30, 2013

**CONTRACTOR:**

NAME	City of Nashua, New Hampshire
ADDRESS	229 Main Street Nashua, NH 03061-2019
TELEPHONE	603-589-3260
MAYOR OF NASHUA	Donnalee Lozeau

**SECTION I  
TRANSPORTATION**

The Contractor agrees:

**SERVICE/PROGRAM DESCRIPTION**

Transportation service transports older persons to and from community facilities, meal sites, and other resources for purposes of applying for and receiving services which reduce isolation, increase participation in programs or otherwise promote independent living.

**SERVICE/PROGRAM AND ADMINISTRATIVE REQUIREMENTS:**

1. The Contractor agrees to provide the following service/program activities:  
  
Transportation services shall be regularly provided on a demand responsive basis and/or over a fixed route.
2. The Contractor agrees to provide the following administrative requirements:
  - A. The Contractor agrees to perform the following services: determine eligibility; maintain recipient records; supervise and train staff; monitor and evaluate services; maintain financial records; and submit reports as requested by the Bureau of Elderly and Adult Services.
  - B. The Contractor shall determine eligibility for Title III funded services as specified in the Older Americans Acts of 1965 as amended.
3. Rules and Policies:  
  
The Contractor shall provide services according to the rules and policies of the Bureau of Elderly and Adult Services, which are incorporated by reference into this Agreement.
4. Regional Transportation Coordination Plan:

Contractor Initials: DL  
Date: 5/18/11

The Contractor shall be an officially recognized participant in the New Hampshire Regional Planning Commission coordinated transit-human service plan that pertains to the geographical areas in which the Contractor delivers transportation services. This may require the Contractor to be an officially recognized participant in more than one Regional Planning Commission's coordinated transit- human service plan, depending on the geographical areas served by the Contractor. All geographical areas served by the Contractor shall be included in a regional coordinated transit-human service plan if such a plan exists.

5. Compliance with New Hampshire Community Transportation Regional Coordination System.

Current DHHS plans call for the implementation of a statewide Community Transportation Regional Coordination System (CTRCS). The State Coordinating Council for Community Transportation (SCC) is in the process of approving Regional Coordination Councils (RCC) in ten regions of the State. Each RCC shall designate a Regional Transportation Coordinator (RTC), upon approval of the SCC pursuant to RSA 239B, to coordinate transportation service for the region. It is anticipated that this will be accomplished by July 2012. Once the RCC is established and the RTC designated, BEAS shall transition the transportation funding under this contract to the RTC. At that time the transportation portion of this contract will terminate and transportation providers shall receive funding to provide transportation services from the CTRCS rather than BEAS. The providers shall adhere to the operating standards of each region upon implementation of the CTRCS.

6. Units of Service:

The Contractor agrees to provide the number of Transportation units as detailed in Exhibit B Purchase of Services.

7. Location:

Transportation services shall be provided in the town/cities listed in the attached Catchment page, which is incorporated by reference into this Exhibit A.

8. Quality Assurance:

- 1) The Quarterly Program Service Report shall be submitted by the 15th of the month following the State Fiscal Year quarter reported. The Quarterly Program Service Report is to be completed in accordance with instructions provided by the Bureau of Elderly and Adult Services and sent to the Bureau of Elderly and Adult Services, Finance and Business Operations, 129 Pleasant Street, Concord, New Hampshire 03301-0387.
- 2) The Contractor agrees to obtain client feedback as to the quality of services provided and report the outcome to BEAS in the Quarterly Program Service Report due January 15, 2012 and January 15, 2013.
- 3) Contractor agrees to the outcomes, goals, objectives, and performance measures as described herein and assures a plan for monitoring and evaluating progress in meeting these. BEAS expects one hundred percent compliance with meeting the performance measures, by the contractor.

Based on the federal grant requirements, the desired service outcome for Transportation services is as follows:

Contractor Initials: DC  
Date: 5/18/11

**Outcome:** The informal supports that NH's older residents receive enable them to remain in their homes and communities and ensure that the services they receive assist them in remaining independent.

BEAS developed four goals that contain objective(s) and performance measures in which to monitor the performance of the contract to assure the desired outcomes.

1. **Goal: Eligibility determination**
    - a. Objectives:
      - i. All clients served meet eligibility requirements of AOA;
      - ii. Agency to identify, locate and serve the people who need and could benefit from services.
    - b. Performance Measures:
      - i. Initial application: process is accurate and timely;
      - ii. Continued eligibility: continued eligibility is assessed and timely;
      - iii. Outreach: There is evidence of outreach; and the designated population is being served.
  2. **Goal: Service plan/service delivery**
    - a. Objective:
      - i. Clients receive services in accordance with needs.
    - b. Performance Measures:
      - i. Comprehensive, person centered service plans are developed based on established timeframes;
      - ii. Services are available and accessible;
      - iii. Clients participate in planned services.
  3. **Goal: Agency and provider staff requirements**
    - a. Objectives:
      - i. Provider agency is licensed, certified or authorized, as applicable;
      - ii. Agency staff is qualified to provide services/supports.
    - b. Performance Measures:
      - i. Agency meets all applicable federal, state, and local regulations;
      - ii. Staff is qualified to plan and deliver services within scope of contract.
  4. **Goal: Financial accountability**
    - a. Objectives:
      - i. Provider Agency's billing is accurate, complete, and timely, within the contract budget and adheres to state regulations;
      - ii. BEAS pays provider's claims within state regulations and contract guidelines.
    - b. Performance Measure:
      - i. Provider Agency submits invoices for reimbursement that can be substantiated with backup source documents, that are in accordance with BEAS instructions, and consistent with state/federal regulation.
- 4) Contractor agrees to participate in any future Quality Assurance Measures adopted by the Bureau of Elderly and Adult Services.

Remainder of this page is intentionally left blank.

Contractor Initials: DC  
Date: 5/18/11

**SECTION II: OTHER TERMS AND CONDITIONS**

**I. Wait List**

1) All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

- a. Each contract agency shall include the following information on its wait list:
  - i. The individual's full name and date of birth;
  - ii. The name of the Title XX service being requested;
  - iii. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
  - iv. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
  - v. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
  - vi. The individual's assigned priority on the wait list, determined in accordance with (b) below;
  - vii. A brief description of the individual's circumstances and the services he or she needs.
- b. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
  - i. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
  - ii. Declining mental or physical health of the caregiver;
  - iii. Declining mental or physical health of the individual;
  - iv. Individual has no respite services while living with a caregiver; and
  - v. Length of time on the wait list.
  - vi. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
  - vii. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.
- c. When an individual is placed on the wait list, the contract agency shall notify the individual in writing

2) The wait list must be maintained during the contract period and available to BEAS upon request.

**2. Equal Access to services:**

1) To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.

Contractor Initials: DL  
Date: 5/18/11

- 2) Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.

3. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

- o Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

4. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services for the period July 1, 2011 through June 30, 2013. These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.

5. Sub contracts:

- 1) With prior written approval from BEAS, the Contractor may enter into subcontracts with vendors as needed.
- 2) Prior to entering into subcontracts supported with Federal funds, the Contractor shall consult the ineligible parties list to ensure that potential subcontractors are eligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." The list is available on the Web at <http://www/eplis.gov>.

6. Compliance with Laws and Regulations:

Contractor shall submit to the Bureau of Elderly and Adult Services proof of current licenses/permits etc., as described in Exhibit C Special Provisions # 15 Operations of Facilities that covers the entire contract period from July 1, 2011 through June 30, 2013. Failure to submit current copies of licenses/permits, etc. may result in the Bureau of Elderly and Adult Services withholding payments until licenses are submitted. Provide BEAS with copies of any inspection deficiency reports and corrective action plans.

7. Criminal Background and Adult Protective Service Registry Checks:

- 1) Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.
- 2) Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective

Contractor Initials: DC  
Date: 5/18/11

employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

8. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.
9. Invoices, financial reports, and Quarterly Service Purchase Reports shall be submitted monthly to BEAS as described in Exhibit A Scope of Services and Exhibit B Purchase of Services.
10. Assure appropriate accounting practices, procedures and laws are adhered to and participate in reporting requirements as outlined in the Standard State Contract (P-37) and Exhibits A and B.
11. Audit Requirement
  - 1) On or before March 31, 2012 and 2013, the Contractor shall deliver to the State, at the address set forth in Section 1.2 of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. The Contractor shall provide the State with a copy of their most current independent audit during the entire contract period.
  - 2) The following requirement shall apply if the Contractor is a State or Local Government or an Institution of Higher Education or Other Non-Profit Organization: If the federal funds expended under this or any other Agreement from any and all sources exceeds \$500,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.

12. Contract Monitoring:

State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.

13. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

14. Debarment, Suspension and Other Responsibility Matters

If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

15. Contract Amendments

- a. The Bureau of Elderly and Adult Services may adjust the contract amount and/or scope of services during the contract period based on program performance, fiscal expenditure, and

Contractor Initials: de  
Date: 5/18/11



**EXHIBIT B  
PURCHASE OF SERVICES**

**Contractor Name:** City of Nashua, New Hampshire

**Contract Period:** July 1, 2011 through June 30, 2013

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, at the following rate(s):

Service	SFY 2012-2013 Unit Type	SFY 2012-2013 Rate Per Unit	SFY 2012 Units	SFY 2012 Cost	SFY 2013 Units	SFY 2013 Cost
<b>Funding: AoA Title IIIB</b>						
Transportation- Demand Route	Per one way trip	\$5.74	13,440	\$77,145.60	13,440	\$77,145.60
Transportation- Fixed Route	Per one way trip	\$2.12	12,000	\$25,440.00	12,000	\$25,440.00
			<b>Total SFY 12</b>	<b>\$102,585.60</b>	<b>Total SFY 13</b>	<b>\$102,585.60</b>

2. It is understood that in no event shall the total payments made by the Bureau of Elderly and Adult Services under this Agreement exceed the sum of:

Grand Total SFY 12 and 13: \$205,171.20

3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	Administration on Aging	93.044	05-95-48-481010-78720000-512-500352

4. Administration on Aging, Title IIIB and Title IIIC Source of Funds Matching Requirement. Local share of matching funds shall be at a minimum 10% of the Administration on Aging Title IIIB and Title IIIC funds, as identified in this exhibit. The 10% match shall be based on the total amount of requested federal dollars plus the match amount. This amount can be local share, i.e. town, county, United Way, fund raising, client donations toward services provided under Title IIIB and Title IIIC, other or in-kind match. However, in-kind match cannot be more than 50% of the total local share match requirement. Other federal funds, such as Title XX, Title XX client fees and USDA reimbursement cannot be used to meet Title III match requirements.

Contractor Initials: *de*  
Date: 5/18/11

5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay the Contractor one twelfth of the contract amount or the amount of the invoice, which has been approved by the Bureau of Elderly and Adult Services. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. Invoices shall be due by the 15th of the month following the month in which services are provided.
8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
9. The Bureau of Elderly and Adult Services may make an adjustment of the payment amount and/or a suspension of the one twelfth payment amount if any of the following occur: 1) Invoices are received over a two month period after the due date identified in paragraph 6 above; 2) The Quarterly Program Service Reports or missing client invoices are not submitted in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services; 3) Services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 4) Should BEAS choose to execute the right to terminate the contract agreement prior to completion date, as stated in Exhibit C-1 Additional Special Provisions.
10. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
11. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS.

The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services  
Data Management Unit  
129 Pleasant Street, P.O. Box 2000  
Concord, NH 03301

Contractor Initials: DL  
Date: 5/18/11

